

**FILED**

MAY 12 2008

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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Attorneys for Plaintiffs  
JANE DOE  
MARY ROE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

JANE DOE and MARY ROE, ) No. C 06-01777 MHP  
 ) E-FILING CASE  
Plaintiffs, )  
v. )  
 )  
GENERAL MICHAEL W. HAGEE, ) SETTLEMENT AND RELEASE AND  
Commandant of the U.S. Marine Corps, ) [PROPOSED] ORDER  
THE U.S. MARINE CORPS, DONALD )  
  
C. WINTER, Secretary of the Navy, )  
THE U.S. NAVY, BRIAN FUKUSHIMA, )  
JOSEPH DUNZWEILER, and DOES 1- )  
10, )  
 )  
Defendants. )  

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Hearing: May 12, 2008  
Time: 3:00 p.m.  
Hon. Marilyn Hall Patel

SETTLEMENT & RELEASE & [PROPOSED] ORDER

C 06-01777 MHP

1 IT IS HEREBY STIPULATED by and between the undersigned parties and their  
2 attorneys, that this action be settled and compromised, as follows:

3 1. Defendant Joseph Dunzweiler (hereafter Defendant) shall pay to Plaintiff  
4 Jane Doe (hereafter Plaintiff) the sum of \$10,000 (ten thousand dollars) for damages she  
5 suffered as a result of his alleged conduct and actions plus a one-time 10% (ten percent)  
6 interest for a total obligation of \$11,000. The first \$1,000 payment is due by September 30,  
7 2008 and the second \$1,000 payment is due by February 28, 2009. Then, payment shall  
8 be made in nine annual \$1,000 installments payable by December 31, 2009 and of each  
9 year thereafter until 2017 when the entire amount is paid. All payments shall be made to  
10 the Law Offices of Michael S. Sorgen in trust for Jane Doe and sent to the law offices of  
11 Michael S. Sorgen at the above address. Upon any payment not timely paid, the entire  
12 remaining obligation will be immediately due, and the Court upon request may enter  
13 judgment accordingly.

14 2. This agreement and payment do not constitute an admission of guilt. The  
15 agreement is for the purpose of avoiding the risk and expense of further litigation.

16 3. This agreement constitutes a release and discharge of all Plaintiff's claims  
17 against the Defendant and recognizes that plaintiff Mary Roe asserts no claims against  
18 Defendant.

19 4. This Agreement and the Order and Judgment thereon may be pled and will  
20 serve as a full and complete defense to any subsequent action or other proceeding  
21 involving any person or party which arises out of the claims released and discharged by the  
22

23 .SETTLEMENT & RELEASE & [PROPOSED] ORDER

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28 C 06-01777 MHP

1 Agreement.

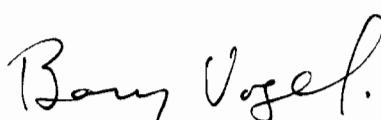
2 5. Attorneys' fees and all costs shall be paid from the amounts described in  
3 paragraph 1, above.

4 6. This instrument shall constitute the entire agreement between the parties,  
5 and it is expressly understood and agreed that the Agreement has been freely and  
6 voluntarily entered into by the parties hereto. The parties further acknowledge that no  
7 warranties or representations have been made on any subject other than as set forth in this  
8 Agreement.

9  
10 IT IS SO STIPULATED.

11 For Plaintiff Jane Doe.

12 DATED: May 12, 2008 By:

  
BARRY VOGEL  
Attorney for Plaintiff Jane Doe

13  
14  
15 Defendant.

16 DATED: May 12, 2008 By:

  
JOSEPH DUNZWEILER

17  
18  
19 [PROPOSED] ORDER

20 Pursuant to stipulation, IT IS SO ORDERED.

21  
22 DATED: May 12, 2008

  
HON. MARILYN HALL PATEL  
United States District Judge

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24  
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27 SETTLEMENT & RELEASE & [PROPOSED] ORDER

28 C 06-01777 MHP